

address for a subscriber device and storing the e-mail address on a database by having an operator of the subscriber device input the e-mail address and make a selection to opt-in for delivery of information and/or content to the e-mail address, and providing software instructions on the ad server to facilitate delivery of the information and/or content to the subscriber device, where the information and/or contents includes an ad.

In contrast, *Bezos* merely discloses automated registration software that runs on a merchant web site 106 to allow entities to register as associates (Abstract and FIG. 2). The registration process includes receiving an e-mail address for each associate (10:11-15). Merchant web site 106 uses the e-mail address to provide the associate with information about setting up the associate's web site 200, including instructions on how to create HTML documents with referral links (10:41-45 and "Event F" in FIG. 2). Following registration, the associate sets up web site 200 to distribute hypertextual catalog documents that include marketing information about selected products from merchant web site 106 (Abstract).

Accordingly, because *Bezos* does not teach each and every element of claim 1, the rejection of claim 1 under 35 U.S.C. § 102(e) as anticipated by *Bezos* should be withdrawn. The rejection of claims 2-6 under 35 U.S.C. § 102(e) should also be withdrawn at least by virtue of their dependence upon allowable claim 1.

Further, claims 7-12, while of different scope, contain recitations similar to those of claims 1-6. Accordingly, the rejection of claims 7-12 under 35 U.S.C. § 102(e) should be withdrawn.

REJECTION OF CLAIMS 13-19

Applicant respectfully traverses the rejection of claim 13 under 35 U.S.C. § 102(e) as anticipated by *Bezos* because the cited reference fails to teach at least, as recited in claim 13, providing means for a consumer to opt-in to subscribe to receive ad-containing information and/or content at their e-mail address from an e-mail marketing program and providing software to the consumer to allow the consumer to refer other consumers to the e-mail marketing program as referrals.

As discussed above, *Bezos* merely discloses automated registration software that runs on a merchant web site 106 to allow entities to register as associates (Abstract and FIG. 2). The registration process includes receiving an e-mail address for each associate (10:11-15). Merchant web site 106 uses the e-mail address to provide the associate with information about setting up the associate's web site 200, including instructions on how to create HTML documents with referral links (10:41-45 and "Event F" in FIG. 2). Following registration, the associate sets up web site 200 to distribute hypertextual catalog documents that include marketing information about selected products from merchant web site 106 (Abstract).

Accordingly, because *Bezos* does not teach each and every element of claim 13, the rejection of claim 13 under 35 U.S.C. § 102(e) as anticipated by *Bezos* should be withdrawn. The rejection of claims 14-16 under 35 U.S.C. § 102(e) should also be withdrawn at least by virtue of their dependence upon allowable claim 13.

Further, the rejection of claims 17-19 under 35 U.S.C. § 102(e) should be withdrawn for similar reasons discussed above for claims 13-16.

CONCLUSION

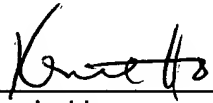
In view of the foregoing remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: May 10, 2004

By: 
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